

**MISSOURI DEPARTMENT OF TRANSPORTATION
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION
FOR PURCHASES FROM \$3,000.01 UP TO \$24,999.99**

THIS IS NOT AN ORDER

REQUEST FOR QUOTATION

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

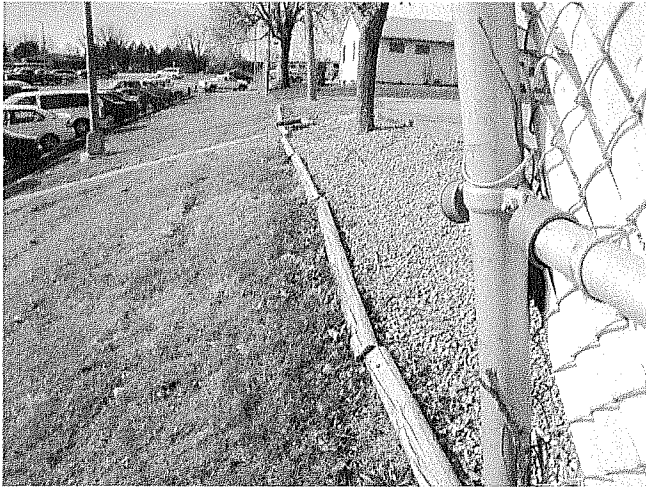
| | | |
|---|---|--|
| TODAY'S DATE: DECEMBER 1, 2008 | QUOTE DUE BY (DATE AND TIME): DECEMBER 11, 2008 @ 1:00 PM CENTRAL TIME | F.O.B. REQUIREMENTS: DESTINATION (SEE PROJECT LOCATION BELOW) |
| TO BE COMPLETED BY: JANUARY 30, 2009 | QUOTATION # D209-035-RE THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. | BUYER NAME: BETTY DWIGGINS SENIOR GENERAL SERVICES TECHNICIAN PHONE NUMBER: (660)-385-8246 FAX: (660)-385-1707 |
| Mailing Address: (RFQ responses may be faxed) Missouri Department of Transportation – District 2 General Services (Procurement) Division 902 North Missouri Street P.O. Box 8 Macon, MO. 63552 | | Project Location: Missouri Department of Transportation District 2 Complex 902 North Missouri Macon, MO 63552 |

PROJECT PRICING / PROJECT REQUIREMENTS

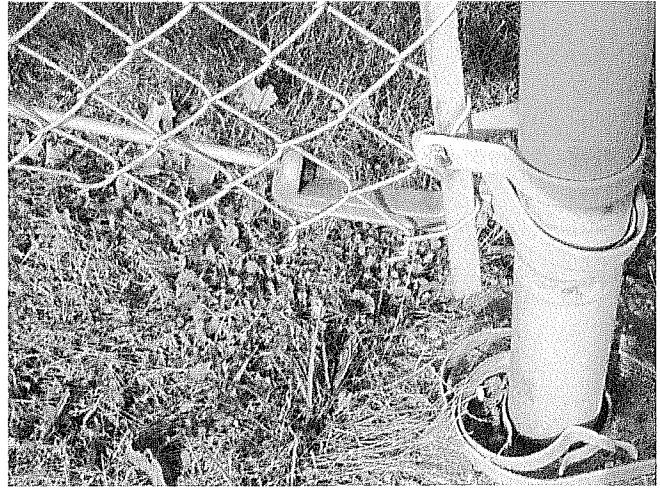
| Quantity | District 2 Complex Chain Link Replacement and Repair | Total Project Cost |
|--------------|---|--------------------|
| 1 Project | <u>1.GENERAL SCOPE:</u> 1.0 Labor and Materials needed to assemble and install a new 80' x 6' chain-link fence with 10 foot post spacing at District 2 Complex. 2.0 Replacement and repair of 140' – 6' post with some cross bars to be replaced and/or repaired. 3.0 Materials /Installation in accordance with the attached Chain-Link Fencing Specification # 607 (607.10 through 607.15) and Fence Material Specification # 1043 (1043.1 through 1043.9.2). 4.0 Chain Link Fencing Materials should match the existing fencing on the north side of the complex running east and west. 5.0 Project area has a fairly rolling and sloping terrain. 6.0 For a more specific description of the area or to schedule a tour of the facility contact Kelly Whitley at 660-385-8299. 7.0 All work to be completed by January 30, 2009. | \$ |

VENDOR NAME:

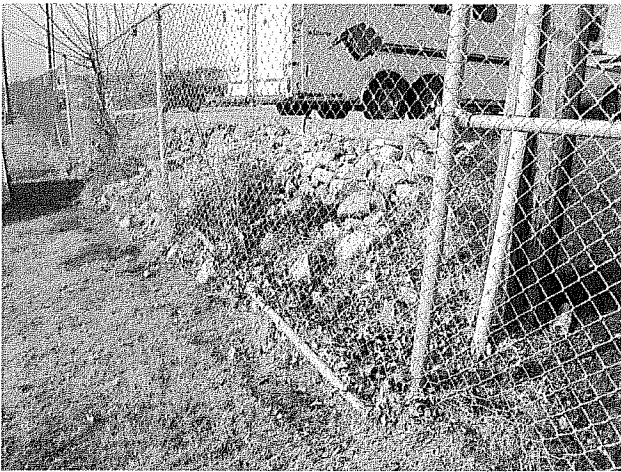
(Please enter your company name in this block)



80' (6' high) New Chain Link Fencing with post and cross bars (looking west).



Make sure all chain link fencing is at least 3" off the ground. Replace 1 bad post at the end of the slatted fence.



140' chain link to be replaced with 6' post and cross bars, with chain link no more than 3" off the ground.



Put all rock and debris back on the south side of Burger King, (Macon, MO) and fence must be straight. Replace any cross bars that may be missing and straighten other cross bars and/or post that are loose or out of place. No gates are required.

SPECIAL TERMS AND CONDITIONS

F.O.B.

All materials quoted are F.O.B. Destination (as outlined above). Freight costs must be included in the unit price quoted and not listed as a separate line item.

Certificate of Good Standing

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the Bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected.

RsMO 34.040.6 Compliance

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder should ensure they are in good standing with the Missouri Department of Revenue. Prior to award MoDOT staff will check with the Missouri Department of Revenue to ensure compliance with the provisions of RsMO 34.040.6. If necessary a "Certificate of No Tax Due" may be requested of the successful Bidder. If such a certificate is requested, the Bidder's inability to provide this documentation will result in his/her bid being rejected.

Insurance / Certificate of Insurance Requirements

The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operation under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.

This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is greater and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. **Unless other specified insurance limits shall be as follows:**

- 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
- 2) Public Liability (includes property damage and personal injury):
 - a) Not less than **\$400,000** for any one person in a single accident or occurrence.
 - b) Not less than **\$1,000,000** for all claims arising out of a single occurrence.
- 3) Special Hazard Insurance: As required.
- 4) Builder's Risk: Not less than the full Contract amount.

Within ten (10) business days of notification, the Bidder will need to provide a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected. MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address:

Missouri Department of Transportation – District 2
General Services (Procurement) Division
902 North Missouri Street P.O. Box 8
Macon, MO. 63552

Required Specifications

All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification: **SECTION # 607 CHAIN-LINK FENCING and SECTION # 1043 – FENCE MATERIAL** and any other provisions outlined in the solicitation documents.

The material to be supplied under the contract will comply with the requirements of the 2004 Edition of the Missouri Standard Specifications for Highway Construction and any revisions thereto, unless modified by these specifications or any terms within this Request For Quotation.

Information and Reports

The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Prevailing Wage

If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft

and type of workmen in the following county(ies): Macon. The Annual Wage Order #15 may be inspected at any District Office or at the Central Office in Jefferson City.

The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

Award of this quote will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Holidays

| | |
|-------------------|----------------------------|
| December 25, 2008 | Christmas Day |
| December 26, 2008 | Day after Christmas |
| January 1, 2009 | New Years |
| January 19, 2009 | Martin Luther King Jr. Day |

When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday. No work shall be completed on Saturdays or Sundays or a state holiday.

Temporary Suspension of Work

The District Engineer or a designated representative shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.

If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.

Normal rainfall is not considered a cause qualifying for an extension of time. Claims for extension of time for all causes must be submitted by the Contractor in writing within 30 Days after the claimed cause for the delay has ceased to exist.

Cancellation of Contract

If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier of such delay, neglect or default.

If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier will be responsible for any additional costs incurred by the Department in obtaining the completion of the job.

Liquidated Damages

In the event the successful Contractor fails to complete the job within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the sum of one-hundred dollars (\$250.00) per day, per item, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BY (signature required): _____

Federal Tax I.D. #: _____ if no Federal Tax I.D. # - list Social Security #: _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

VENDOR NOTES

VENDORS MAY ALSO ATTACH OTHER PERTINENT OR SUPPORTING DATA WITH THEIR RESPONSE TO THIS RFQ.

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor should specify the “remit to” company/address in the vendor notes section (above).

VENDOR INFORMATION

| | | | |
|---|---|-----|----|
| Vendor Name/Mailing Address: | Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #: | | |
| Email Address: | Signature: | | |
| Printed Name and Title of Responsible Officer or Employee: | | | |
| Is your company registered/certified with the State of Missouri as a (please circle): | | | |
| MINORITY BUSINESS ENTERPRISE (MBE) ? | <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table> | YES | NO |
| YES | NO | | |
| WOMEN BUSINESS ENTERPRISE (WBE) ? | <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table> | YES | NO |
| YES | NO | | |
| Would your company like information on becoming a registered/certified MBE/WBE vendor? | <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table> | YES | NO |
| YES | NO | | |
| Is your company a MISSOURI SERVICE-DISABLED VETERAN BUSINESS? | | | |
| <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table> | | YES | NO |
| YES | NO | | |
| A service-disabled veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veteran's affairs. A service-disabled veteran business is defined as a business concern: | | | |
| <ul style="list-style-type: none"> • not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of publicly owned businesses, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and • the management and daily business operations of which are controlled by one or more service-disabled veterans. | | | |

All responses to this Request For Quotation should be submitted on this form and pages 1-6 should be returned to the Buyer listed above at the District mailing address or fax number shown.

Note: If any of the “Standard Solicitation Provisions” and “General Terms and Conditions” on the following pages conflict with the requirements outlined in this Request For Quotation, the RFQ requirements will supersede those below.

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order.

- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by a showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- d. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RsMO. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RsMO. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" must be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" must be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matter.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligation under this Agreement.

THANK YOU

DATE: _____

FROM: _____ (Company Name)

_____ (Mailing Address)

_____ (City, State, Zip Code)

_____ (Office Phone #)

_____ (Cellular Phone #)

_____ (Fax #)

() Product or service is not available or cannot meet the required specifications

() Other obligations – cannot make required deadline

() The delivery point or work location is outside of our territory or coverage/service area

() Other – Please explain below:

Contact Person: _____ Email Address: _____

- PAGE 10 OF 21



SECTION 607

CHAIN-LINK FENCING

SECTION 607.10 CHAIN-LINK FENCE

607.11 Description. This work shall consist of furnishing and erecting chain-link fence and gates, complete in place, in conformity with the lines shown on the plans or as established by the engineer.

607.12 Material. All material shall conform to Division 1000, Materials Details, and specifically as follows:

| Item | Section |
|------------------|---------|
| Chain-Link Fence | 1043.2 |

The contractor may select either zinc-coated steel, aluminum-coated steel, aluminum alloy or vinyl coated steel fencing material, except that the same kind of material shall be used throughout the project. Walk gates and drive gates, if required, shall be of the same kind of material as that selected for the fence.

607.13 Construction Requirements.

607.13.1 The contractor shall fill, cut or trench where necessary to produce a smooth and uniform ground surface so the bottom of the fabric is not more than 3 inches (75 mm) above the finished ground line. Posts shall be set plumb, true to line and grade in concrete footings, and shall be located as shown on the plans or as directed by the engineer. Footings shall be of Class B concrete, or concrete of a commercial mixture meeting the requirements of Sec 501.12. The concrete shall be of a uniform thickness around the post, and the footings shall have cone or dome shaped tops. At the option of the contractor, a quick setting polyurethane foam in accordance with Sec 903.3.1.2 may be used for line posts in lieu of concrete. At the option of the contractor, line posts may be driven in lieu of setting in concrete or polyurethane. If the contractor elects to drive line posts, they shall be of the length and driven to the depth shown on the plans. If posts cannot be driven to depths shown because of rocky soils or other conditions, they shall be removed and placed in footings. Post tops shall be protected against damage and all posts damaged during installation shall be removed and replaced.

607.13.2 Fabric shall not be attached to posts until the concrete in the footings is at least five days old, and shall be attached to the posts on the side shown on the plans. Fabric shall be securely attached to end, corner, gate and pull posts in accordance with manufacturer's recommendations. It shall be attached to tension wire with hog rings spaced as shown on the plans. The fabric shall be attached to line posts with wire ties or bands, and spaced in accordance with manufacturer's recommendations. All fabric shall be taut before it is attached to line posts or tension wire.

607.13.3 Walk gates and drive gates complete with hinges, latches, braces, stops and locking devices shall be installed at locations shown on the plans. Drive gates shall have an approximate full circle opening swing. Walk gates shall have positive stops to prevent the gates from swinging into the right of way.

607.14 Method of Measurement. Measurement of chain-link fence will be made to the nearest linear foot (0.5 m) measured along the slope of the fabric but shall not include gates.

607.15 Basis of Payment. The accepted quantity of chain-link fence, complete in place, will be paid for at the unit price for each of the pay items included in the contract. No direct payment will be made for concrete footings or for post hole excavation or for excavation and embankment necessary to smooth the area under the fence.



SECTION 1043

FENCE MATERIAL

1043.1 Scope. These specifications cover the material required in the construction of chain-link fence and woven wire fence.

Chain-Link Fence Material

1043.2 Chain-Link Fence Description. Chain-link fence and gates shall be comprised (1) of fabric composed of individual pickets helically wound and interwoven in the form of a continuous chain-link fabric without knots or ties except knuckling or twisting at the ends of pickets to form the selvage of the fabric, and (2) of posts, rails, ties, bands, bars, rods, tension wire and other fittings and hardware.

1043.2.1 Fabric General Requirements. Fabric shall consist of wire woven into the form of approximately uniform square mesh, having parallel sides and horizontal and vertical diagonals of approximately uniform dimensions.

1043.2.1.1 The mesh size shall be 2 inches (50.8 mm), measured in either direction as the minimum clear distance between the wires forming the parallel sides of the mesh. A variation of mesh size of plus or minus 1/8 inch (3.2 mm) will be permitted.

1043.2.1.2 The height of fabric shall be the overall dimension from ends of twists or knuckles, measured without tension applied. A variation in height of plus or minus one inch (25 mm) will be permitted.

1043.2.1.3 Chain-link fabric shall be fabricated from wire with diameters as necessary to meet the requirements of Table I. A variation of plus or minus 0.005 inch (0.127 mm) will be permitted. For zinc coated or aluminum coated fabric, the specified diameter is the coated wire diameter and the permissible tolerance is applied to the coated wire. For vinyl coated (PVC) fabric the specified diameter is the metallic coated core wire and the permissible tolerance is applied only to the metallic coated core wire. The thickness of the PVC coating will not be used in determining wire size. For aluminum alloy fabric, the specified diameter is the finished wire.

1043.2.1.4 Wire used for fabric shall meet the minimum breaking load as shown in Table II.

1043.2.1.5 Fabric less than 72 inches (1829 mm) high shall be knuckled at both selvages. Fabric 72 inches (1829 mm) high or higher shall be knuckled at one selvage and twisted at the other. Knuckling is the selvage obtained by interlocking adjacent pairs of wire ends and bending the wire back into a loop. Twisting is the selvage obtained by twisting adjacent pairs of wire ends and bending together in a close helix of 1 1/2 machine turns, which is the equivalent of three full twists, and cutting the wire ends at an angle with the ends beyond the twist at least 1/4 inch (6 mm) long.

1043.2.2 Zinc Coated Steel Fabric. Wire used for zinc coated chain-link fabric may be coated before or after weaving into fabric. Fabric that is zinc coated after weaving shall be hot-dip galvanized in a continuous process and the coating shall not be applied to the fabric in

roll form. Wire that is zinc coated before weaving into fabric may be either hot-dip galvanized or electrolytically zinc-plated. The weight (mass) of zinc coating shall not be less than 2.0 ounces per square foot (610 g/m^2) of uncoated wire surface, determined from the average of all specimens representing the lot and not less than 1.8 ounces per square foot (550 g/m^2) on an individual specimen. Excessive lumps, beads and drops of zinc will be excluded in determining weight (mass) of coating.

1043.2.3 Aluminum Coated Steel Fabric. Wire used for aluminum coated chain-link fabric shall be coated by the hot-dip process before weaving into fabric. The weight (mass) of aluminum coating shall not be less than 0.40 ounce per square foot (122.1 g/m^2) of uncoated wire surface on 0.148 inch (3.76 mm) or 0.192-inch (4.88 mm) specified diameter wire and 0.35 ounce per square foot (106.8 g/m^2) of uncoated wire surface on 0.120-inch (3.05 mm) specified diameter wire, determined from the average of all specimens representing the lot. An individual specimen shall not have less than 0.30 ounce per square foot (92 g/m^2) of uncoated wire surface on 0.148 or 0.192-inch (3.76 or 4.88 mm) specified diameter wire and not less than 0.25 ounce per square foot (76.3 g/m^2) on 0.120-inch (3.05 mm) specified diameter wire.

1043.2.4 Vinyl Coated Steel Fabric. Wire used for vinyl coated chain-link fabric shall be coated before weaving into fabric. Vinyl used for coatings shall be polyvinyl chloride (PVC) and shall be plasticized and thoroughly compounded so there is full dispersment of pigments, stabilizers and other components. The color shall be uniformly green. The PVC coating shall meet the requirements of AASHTO M 181 for adhesion, accelerated aging, mandrel test and green color.

1043.2.4.1 Extruded or extruded and bonded PVC coated wire shall be coated with zinc or aluminum by either the hot-dip or electrolytic process prior to being coated with PVC. The weight (mass) of zinc or aluminum and thickness of PVC shall be as shown in Table III.

1043.2.4.2 Bonded PVC coated wire shall be coated with zinc by either the hot-dip or electrolytic process prior to having a PVC coating thermally fused and bonded to a primer that has been thermally cured onto the zinc coated wire. The weight (mass) of zinc or aluminum and thickness of PVC coating shall be as shown in Table III.

1043.2.5 Aluminum Alloy Fabric. Wire used for aluminum alloy fabric shall be aluminum alloy. The finished fabric shall be of uniform quality and have the properties and characteristics herein specified.

1043.2.6 Posts, Braces, Rails and Gate Frames. These members shall be of the shape and dimension as shown on the plans and shall be steel or aluminum alloy complying with the requirements of these specifications. Steel members shall have an interior and exterior coating as herein specified. These members may be used with either zinc coated, aluminum coated, aluminum alloy or vinyl coated fabric.

1043.2.6.1 Zinc Coated Steel Members. Zinc coated steel members shall comply with the requirements of ASTM F 1043, heavy industrial fence Group IA, with Type A interior and exterior coating, and the standard plans.

1043.2.6.2 Zinc Plus Organic Coated Steel Members. Zinc plus organic coated steel members shall comply with the requirements of ASTM F 1043, heavy industrial fence Group IC, with Type B or D interior coating and Type B exterior coating, and the standard plans.

1043.2.6.3 Aluminum Alloy Members. Aluminum alloy members shall comply with the requirements of ASTM F 1043, heavy industrial fence Group IB, and the standard plans.

1043.2.7 Tension Wire. Tension wire shall be of steel coil spring wire with a coated wire diameter of 0.177 inch (4.496 mm) plus or minus 0.005 inch (0.127 mm) and shall have a minimum breaking load of 1950 pounds force (8.7 kN). The tension wire shall have a zinc coating of not less than 0.80 ounce per square foot (240 g/m²) of uncoated wire surface or an aluminum coating of not less than 0.40 ounce per square foot (120 g/m²) of uncoated wire surface.

1043.2.8 Fabric Fasteners. Fabric fasteners shall consist of wire ties, hog rings and C-clips. Fasteners for use with zinc or aluminum coated steel fabric shall conform to Sec 1043.2.8.1 or 1043.2.8.2; those for use with aluminum alloy fabric shall conform to Sec 1043.2.8.2; and those for use with vinyl coated steel fabric shall conform to Sec 1043.2.8.3. Fasteners shall be capable of withstanding a 180 degree bend over its own diameter without fracture of the wire or loss of adherence of coating. The wire shall have a finished or coated diameter of not less than 0.143 inch (3.632 mm), except C-clips for attaching fabric to H section posts shall have a finished or coated diameter of not less than 0.187 inch (4.750 mm). Aluminum alloy C-clips will not be permitted for fastening fabric to H section posts.

1043.2.8.1 Zinc or Aluminum Coated Fabric Fasteners. The wire shall be zinc coated at a rate of not less than 0.70 ounce per square foot (210 g/m²) or aluminum coated at a rate of not less than 0.30 ounce per square foot (91.5 g/m²).

1043.2.8.2 Aluminum Alloy Fabric Fasteners. The wire shall be of aluminum alloy having a minimum tensile strength of 16,000 pounds per square inch (110 MPa).

1043.2.8.3 Vinyl Coated Fabric Fasteners. The wire may be of steel or aluminum alloy and shall be uniformly coated with the same vinyl material as used to coat the fence fabric. Vinyl coating thickness shall be a minimum of 0.010 inch (254 µm). Aluminum alloy wire shall have a minimum tensile strength of 16,000 pounds per square inch (110 MPa).

1043.2.9 Miscellaneous Fittings and Hardware . Miscellaneous fittings and hardware may be zinc coated steel or aluminum alloy. Aluminum alloy fittings shall not be used with zinc coated steel posts, rails or gate frames.

1043.2.9.1 Zinc Coated Steel Fittings and Hardware. Miscellaneous steel fittings and hardware shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength and other properties to provide a balanced design when used with fabric, posts and wires of the qualities specified herein. All steel fittings and hardware including any items less than 1/8 inch (3 mm) thick shall be protected with a zinc coating conforming to the requirements of AASHTO M 111, except the weight (mass) of zinc coating shall not be less than 1.80 ounces per square foot (549 g/m²), determined from the average of all specimens representing the lot and not less than 1.60 ounces per square foot (488 g/m²) on an individual specimen.

1043.2.9.2 Aluminum Alloy Fittings and Hardware. Miscellaneous aluminum fittings and hardware shall be wrought or cast aluminum alloy conforming to the requirements set forth in Table IV.

1043.2.10 Gates. Frames shall be fastened at the corners by clamps and braces or by welding. If corners are to be welded, the ends of the vertical members shall be hemispherically notched, by removal of metal, to fit snugly to the horizontal members. The joint shall be uniformly and continuously fillet welded. The welded area and adjacent damaged coating shall be recoated by the hot-dip process or metallizing process; or covered with two coats of zinc-rich paint. The material for repair of welded areas and applications shall meet the approval of the engineer. Each gate frame shall be cross braced with not less than two 3/8-inch (9.5 mm) adjustable truss rods. The filler for gates shall be chain-link fabric

of the same kind used for the fence. This filler shall be attached to the frame with stretcher bars and wire ties or clamps. Gates 6 feet (1828 mm) high or less shall be equipped with two hinges, and gates more than 6 feet (1828 mm) high shall have three hinges. All gates, walk and drive, shall be equipped with a latch and locking attachment. Gatekeepers and center rests of an approved design shall be installed for double drive gates.

1043.2.11 Barbed Wire. Barbed wire for use with chain-link fence shall be zinc-coated steel, aluminum coated steel or aluminum alloy. Zinc coated barbed wire shall consist of two No. 12 1/2, 13 1/2 or 15 1/2 (2.51 mm, 2.18 mm or 1.70 mm) gage line wires twisted with 4-point barbs uniformly spaced approximately 4 or 5 inches (100 or 125 mm) apart and shall conform to requirements of AASHTO M 280 except the minimum weight (mass) of coating shall be 0.80 ounce per square foot (245 g/m²) of uncoated wire surface for all gages. Aluminum coated barbed wire shall conform to the requirements for zinc coated barbed wire except that the coating shall be aluminum alloy. The weight (mass) of coating per square foot (square meter) of surface shall not be less than 0.25 ounce (75 g/m²) for both line wires and barbs. However, barbs of suitable aluminum alloy will be permitted. Aluminum alloy barbed wire shall be aluminum alloy 5052-H38, ASTM B 211. Aluminum alloy barbed wire shall consist of two 0.110-inch (2.794 mm) line wires twisted with 4-point 0.080-inch (2.032 mm) diameter wire barbs spaced 5 inches (125 mm) apart.

Woven Wire Fence Material

1043.3 Woven Wire Fence Description. Woven wire fence shall be composed of woven wire, barbed wire, brace wire, posts, ties, fittings and hardware.

1043.3.1 Fabric. The fabric shall be made of zinc coated or aluminum coated steel wire. Zinc coated fabric shall conform to the requirements of AASHTO M 279, for Design Number 939-6-11, Grade 60 or 939-6-12.5, Grade 125. The minimum weight (mass) of zinc coating shall be Class 3 for all gages. Line wires shall have tension curves. Aluminum coated fabric shall conform to the requirements for zinc coated fabric except that the coating shall be aluminum alloy applied at the rate of not less than 0.25 ounce per square foot (75 g/m²) of uncoated wire surface.

1043.3.2 Barbed Wire. Barbed wire for use with zinc coated steel fabric or aluminum coated steel fabric shall conform to the requirements of Sec 1043.2.11.

1043.3.3 Wood Posts. Wood posts and braces shall conform to the requirements of Sec 1050.2.3.

1043.3.4 Steel Posts. Steel posts and braces shall conform to the requirements of Sec 1043.2.6. Corner, end and pull posts shall be pipe of the sizes and weights (masses) shown on the plans. Line posts shall be of the lengths and shapes shown on the plans. They shall have a nominal weight (mass) of 1.33 pounds per linear foot (1.98 kg/m) and a minimum weight (mass) of 1.28 pounds per linear foot (1.90 kg/m), exclusive of anchor plate.

1043.3.5 Post Tops and Miscellaneous Hardware . Post tops and miscellaneous fittings and hardware shall conform to the requirements of Sec 1043.2.9.1.

1043.3.6 Brace Wire. Brace wire shall not be less than 0.143-inch (3.632 mm) diameter and of material conforming to the requirements of Sec 1043.3.1.

1043.3.7 Staples. Staples shall be of the screw shank type or equivalent, a minimum of 1 1/4 inches (30 mm) long, galvanized and of good commercial quality.

1043.3.8 Wire Ties. Wire used for ties shall conform to the requirements of Sec 1043.2.8 except that the wire may have a minimum diameter of 0.115 inch (2.921 mm).

1043.3.9 Gates. Gates for woven wire fence shall conform to the requirements of Sec 1043.2.10 except that the filler shall be woven wire fabric meeting these specifications.

Workmanship and Finish

1043.4 Fabrication of chain-link or woven wire fencing material furnished under these specifications shall conform to the sizes, shapes and dimensions shown on the plans and shall show careful finished workmanship. Excessive roughness, blisters, sal-ammoniac spots, bruises, flaking, voids in coating, frozen knuckles or other defects if present to any considerable extent shall provide a basis for rejection. Polyvinyl chloride coating shall be without voids and without tears or cuts that reveal the substrate. Welded seam pipe shall have smooth welds without skips or gaps. Non-uniform or damaged organic topcoats shall provide a basis for rejection whether caused by fabrication, shipping or handling on the job. All burrs at the ends of posts and rails shall be removed.

Sampling and Testing

1043.5 Sampling. The engineer will determine the sample size and frequency.

1043.6 Testing. When fencing material are tested, the tests shall be in accordance with the following methods.

1043.6.1 Weight (mass) of hot-dip zinc coatings shall be determined in accordance with AASHTO T 65 or, at the option of the engineer, material may be accepted on the basis of magnetic gauge determinations made in accordance with ASTM E 376.

1043.6.2 Thickness of zinc-rich organic coating shall be determined by magnetic gauge determinations made in accordance with ASTM E 376.

1043.6.3 Weight (mass) of aluminum coating shall be determined in accordance with AASHTO T 213 or, at the option of the engineer, material may be accepted on the basis of magnetic gauge determinations made in accordance with ASTM E 376.

1043.6.4 Thickness of organic topcoat shall be determined by first determining the total thickness of the organic topcoat and exterior hot-dip zinc coating by magnetic gauge determinations made in accordance with ASTM E 376, then chemically stripping the organic topcoat and determining the thickness of only the exterior hot-dip zinc in accordance with AASHTO T 65 or ASTM E 376. The difference between the two measurements is the thickness of the organic topcoat.

1043.6.5 Tensile strength or breaking load - AASHTO T 68.

Inspection

1043.7 The engineer shall have free entry, at all times, to all parts of the manufacturer's or fabricator's works that concern the manufacture or fabrication of material furnished under this specification. Each product or article furnished under this specification shall be subject to inspection at the factory, fabricating plant, in laboratories of the engineer's choosing or at the point of delivery. The engineer reserves the right to sample and test each product or article subsequent to acceptance at the place of manufacture or fabrication, to determine conformance with the requirements of this specification, or to verify a certification.

Certification

1043.8 Certifications in triplicate are required as follows.

1043.8.1 Vinyl Coated Material. The contractor shall submit to the engineer a certification certifying that the vinyl material and vinyl coated fabric meets the requirements of these specifications. If vinyl coated items other than chain-link fabric are furnished, a certification is also required.

1043.8.2 Aluminum Alloy Material. The contractor shall submit to the engineer a certification certifying that the material conforms to the requirements specified and shall include or have attached typical physical properties representative of the material.

1043.8.3 Organic Topcoated Material. The contractor shall submit to the engineer a certification certifying that the material conforms to the requirements specified and that the material is the same as prequalified by the engineer.

Packaging and Marking

1043.9 Packaging and marking of the material shall provide ease of handling, storage and identification.

1043.9.1 Each length of chain-link fabric, woven wire fabric or barbed wire shall be tightly rolled and firmly tied. Each roll shall carry a tag showing, as applicable to the product, the length, kind of base metal, type of coating, specified wire size, mesh size, design (style), height or width of fabric, and the producer name, brand or trademark of the manufacturer.

1043.9.2 Each bundle or container of posts, hardware and fittings shall be marked with the name, brand or trademark of the manufacturer, type of material (steel, cast iron, aluminum alloy number, etc.), type of coating and any additional data required for proper identification or to determine apparent conformance to specified quality requirements.

| TABLE I | | |
|---------------------------------|------|---------------------|
| Wire Size and Height of Fabric | | |
| Specified Diameter ^a | | Height of Fabric, |
| in. (mm) | Gage | In. (mm) |
| 0.120 (3.048) | 11 | 36, 42 (914, 1068) |
| 0.148 (3.750) | 9 | 48, 60 (1219, 1524) |
| 0.192 (4.877) | 6 | 72-144 (1829- 3658) |

^a See Sec 1043.2.1.3 for definition of specified diameter and tolerances.

| TABLE II | | | | |
|-----------------------|------|---------------------------------|----------------|-------------------------|
| Breaking Load of Wire | | | | |
| Specified Diameter | | Breaking Load, min., lbf (N) | | |
| in. (mm) | Gage | Zinc Coated and Aluminum Coated | Aluminum Alloy | PVC Coated ^a |
| 0.120 (3.05) | 11 | 850 (3780) | 610 (2713) | 850 (3780) |
| 0.148 (3.76) | 9 | 1290 (5738) | 930 (4136) | 1290 (5738) |
| 0.192 (4.88) | 6 | 2170 (9652) | 1560 (6939) | 2170 (9652) |

^a The PVC coating may be mechanically or chemically removed prior to testing, if desired.

| TABLE III | | | |
|--|--|--------------------------------|---|
| PVC Coated Wire Coating Thickness and Weight (Mass) | | | |
| Specified Diameter of Metallic Coated Core Wire ^a in. (mm) | Weight (Mass) of Zinc or Aluminum Coating of Uncoated Wire Surface, min., oz/ft ² (g/m ²) | PVC Thickness, Range | |
| | | Bonded Coatings in. (mm) | Extruded or Extruded and Bonded Coatings, in. (mm) |
| 0.120 (3.05) | 0.30 (91.5) | 0.006 - 0.010 (0.15 - 0.25) | 0.015 - 0.025 (0.38 - 0.64) |
| 0.148 (3.76) | 0.30 (91.5) | 0.006 - 0.010 (0.15 - 0.25) | 0.015 - 0.025 (0.38 - 0.64) |
| 0.192 (4.88) | 0.40 (122.1) | All Gages | All Gages |

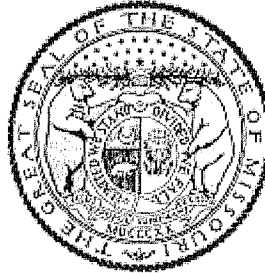
^a The PVC coating shall not be used when determining wire size.

| TABLE IV | | | |
|--|------------------|---|------------------|
| Miscellaneous Aluminum Alloy Fittings and Hardware | | | |
| Item | Type of Material | Aluminum Alloy | |
| | | Alloy & Temper | ASTM Designation |
| Rail and Brace Ends, Post Tops and Turnbuckles | Castings | 356.0-T6 712.0-T5, 713.0-T5, A360.0, 360.0, 413.0 | B26, B85, B108 |
| Gate Hinges, Barbed Wire Extension Arms and Other Fittings | Castings | Same as above | ---- |
| Stretcher Bars and Bands | Bar | 6063-T6 | B 221 |
| Truss or Brace Rods | | 6061-T6 | B 221 |
| Flat Band Ties | Sheet | 3003-H14 | B 209 |
| Bolts | | 2024-T4 | F 468 |
| Nuts | | 6061-T6 | F 467 |

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MATT BLUNT, Governor

Annual Wage Order No. 15

Section 061
MACON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Paul Buckley, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2008**

Last Date Objections May Be Filed: **April 9, 2008**

Prepared by Missouri Department of Labor and Industrial Relations

| OCCUPATIONAL TITLE | **Effective Date of Increase | * | Basic Hourly Rates | Over-Time Schedule | Holiday Schedule | Total Fringe Benefits |
|--------------------------------|------------------------------|---|---------------------------------------|--------------------|------------------|-----------------------|
| Asbestos Worker | 10/08 | | \$32.04 | 52 | 53 | \$20.48 |
| Boilermaker | | | \$31.00 | 57 | 7 | \$18.75 |
| Bricklayers-Stone Mason | | | \$26.98 | 59 | 7 | \$11.20 |
| Carpenter | | | \$23.23 | 60 | 15 | \$9.96 |
| Cement Mason | | | \$22.34 | 9 | 3 | \$10.09 |
| Electrician (Inside Wireman) | | | \$26.94 | 69 | 76 | \$485 +33 % |
| Communication Technician | | | USE ELECTRICIAN (INSIDE WIREMAN) RATE | | | |
| Elevator Constructor | | a | \$38.715 | 26 | 54 | \$17.675 |
| Operating Engineer | | | | | | |
| Group I | 5/08 | | \$25.52 | 86 | 66 | \$17.35 |
| Group II | 5/08 | | \$25.52 | 86 | 66 | \$17.35 |
| Group III | 5/08 | | \$24.27 | 86 | 66 | \$17.35 |
| Group III-A | 5/08 | | \$25.52 | 86 | 66 | \$17.35 |
| Group IV | 5/08 | | \$23.29 | 86 | 66 | \$17.35 |
| Group V | 5/08 | | \$26.22 | 86 | 66 | \$17.35 |
| Pipe Fitter | 7/08 | b | \$33.00 | 91 | 60 | \$19.68 |
| Glazier | 11/08 | | \$27.61 | 88 | 32 | \$12.62 |
| Laborer (Building): | | | | | | |
| General | | | \$18.92 | 110 | 7 | \$9.43 |
| First Semi-Skilled | | | \$20.92 | 110 | 7 | \$9.43 |
| Second Semi-Skilled | | | \$19.92 | 110 | 7 | \$9.43 |
| Lather | | | USE CARPENTER RATE | | | |
| Linoleum Layer & Cutter | | | USE CARPENTER RATE | | | |
| Marble Mason | | | \$26.98 | 59 | 7 | \$11.20 |
| Millwright | | | \$24.23 | 60 | 15 | \$9.96 |
| Iron Worker | | | \$23.75 | 50 | 4 | \$20.35 |
| Painter | | | \$20.40 | 18 | 7 | \$8.77 |
| Plasterer | | | \$21.36 | 94 | 5 | \$9.88 |
| Plumber | 7/08 | b | \$33.00 | 91 | 60 | \$19.68 |
| Pile Driver | | | \$24.23 | 60 | 15 | \$9.96 |
| Roofer | 9/08 | | \$26.50 | 12 | 4 | \$11.29 |
| Sheet Metal Worker | 7/08 | | \$27.15 | 40 | 23 | \$12.26 |
| Sprinkler Fitter | | | \$30.59 | 33 | 19 | \$14.30 |
| Terrazzo Worker | | | \$26.98 | 59 | 7 | \$11.20 |
| Tile Setter | | | \$26.98 | 59 | 7 | \$11.20 |
| Truck Driver- Teamster | | | | | | |
| Group I | 5/08 | | \$25.82 | 103 | 77 | \$8.65 |
| Group II | 5/08 | | \$25.98 | 103 | 77 | \$8.65 |
| Group III | 5/08 | | \$25.97 | 103 | 77 | \$8.65 |
| Group IV | 5/08 | | \$26.09 | 103 | 77 | \$8.65 |
| Traffic Control Service Driver | | | | | | |
| Welders-Acetylene & Electric | | * | | | | |

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 15

11/08

| OCCUPATIONAL TITLE | *Effective Date of Increase | Basic Hourly Rates | Over-Time Schedule | Holiday Schedule | Total Fringe Benefits |
|-----------------------|-----------------------------|--------------------|--------------------|------------------|-----------------------|
| CARPENTER | | | | | |
| Journeyman | 5/08 | \$28.31 | 7 | 16 | \$9.96 |
| Millwright | 5/08 | \$28.31 | 7 | 16 | \$9.96 |
| Pile Driver Worker | 5/08 | \$28.31 | 7 | 16 | \$9.96 |
| OPERATING ENGINEER | | | | | |
| Group I | 5/08 | \$24.60 | 21 | 5 | \$17.25 |
| Group II | 5/08 | \$24.25 | 21 | 5 | \$17.25 |
| Group III | 5/08 | \$24.05 | 21 | 5 | \$17.25 |
| Group IV | 5/08 | \$20.40 | 21 | 5 | \$17.25 |
| Oilier-Driver | 5/08 | \$20.40 | 21 | 5 | \$17.25 |
| | | | | | |
| LABORER | | | | | |
| General Laborer | 5/08 | \$23.97 | 2 | 4 | \$8.88 |
| Skilled Laborer | 5/08 | \$24.57 | 2 | 4 | \$8.88 |
| | | | | | |
| TRUCK DRIVER-TEAMSTER | | | | | |
| Group I | 5/08 | \$25.82 | 22 | 19 | \$8.65 |
| Group II | 5/08 | \$25.98 | 22 | 19 | \$8.65 |
| Group III | 5/08 | \$25.97 | 22 | 19 | \$8.65 |
| Group IV | 5/08 | \$26.09 | 22 | 19 | \$8.65 |

For the occupational titles not listed on the Heavy Construction Rate Sheet, use Rates shown on the Building Construction Rate Sheet.